

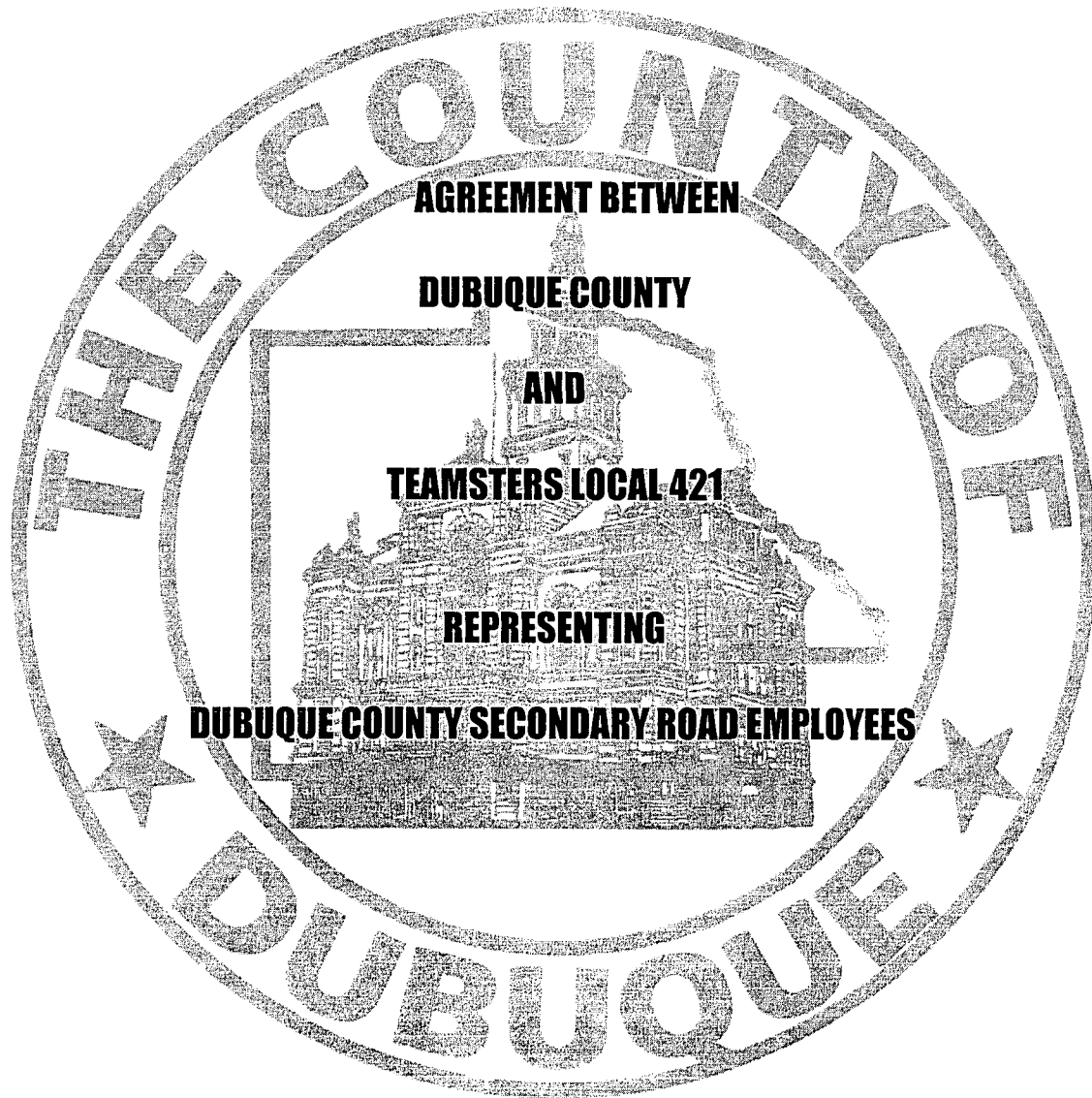
Dubuque Co.

Teamsters #421 (Roads)

7/1/2006 6/30/2008

DUBUQUE CO./TEAMSTERS #421 (ROADS)

06-08



**EFFECTIVE JULY 1, 2006**  
**EXPIRES JUNE 30, 2008**

## **AGREEMENT - ARTICLE 1**

This Agreement entered into by the DUBUQUE COUNTY BOARD OF SUPERVISORS, DUBUQUE COUNTY HIGHWAY DEPARTMENT (EMPLOYER) and GENERAL DRIVERS AND HELPERS UNION, LOCAL 421, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (UNION) for the purpose of promoting peaceful relations between the Employer, its bargaining unit employees, and the Union; establishing an equitable and peaceful procedure for the resolution of differences, overtime compensation, supplemental pay, seniority, transfer procedures, job classifications, health and safety matters, evaluation procedures, procedures for staff reduction, in-service training and other items covered under the scope of negotiations outlined in the Iowa Public Employment Relations Act.

## **RECOGNITION - ARTICLE 2**

- A. The Employer recognizes the Union as the exclusive bargaining representative for its bargaining unit employees identified herein, with respect to items covered under the scope of negotiations outlined in the Iowa Public Employment Relations Act, and other such matters as have been mutually agreed upon and specifically set forth herein.
- B. The bargaining unit for the purpose of this Agreement consists of that unit designated by the Public Employment Relations Board in its decision rendered on September 4, 1975, Case Number 68, and on December 17, Case Number 1424, and as amended by the Public Employment Relations Board, who are employees of the Dubuque County Highway Department, as follows:

Maintenance Person I, Maintenance Person II, Maintenance Person III, Engineering Aide I, Engineering Aide II, Sign Person, Engineering Technician, Office Coordinator, Administrative Aide, Party Chief, Shop Foreperson, Maintenance Foreperson and Special Assistant, but excluding Professional Employees and other persons excluded by the Public Employment Relations Act.

### **MANAGEMENT RIGHTS - ARTICLE 3**

It is recognized that, except as expressly stated in this Agreement, the Employer shall retain whatever rights and authority as are necessary for it to operate and direct the affairs of the County in all its various aspects, including, but not limited to, control of all the operations and services of the County; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to authorize overtime; to determine which goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing rules, methods, equipment or facilities.

### **DISCHARGE AND DISCIPLINE - ARTICLE 4**

- A. Disciplinary action shall normally include the following steps, except in cases of more serious offenses which justify deviation from the steps stated below:
  - 1. Oral reprimand (notice to be documented in writing)
  - 2. Written reprimand (notice to be given in writing)
  - 3. Suspension (notice to be given in writing)
  - 4. Discharge (notice to be given in writing)
- B. An orderly system of discipline shall be followed. When accepted procedures have been violated, the employee shall be given a reprimand. For second offense, suspension of from one to not more than three days without pay may be levied. For a third offense, a suspension of from three days to not more than six days may be levied. For repeated violations or for major violations, outright discharge may be levied. Three violations within a two year period shall be construed as a repeated violation. Regardless of the number of violations, after a two year period of violation-free service, all records of previous offenses will be disregarded with relation to all future violations.
- C. In addition to the disciplinary action outlined in paragraph "B" above, demotions under certain conditions and reductions in salary shall be considered as disciplinary action and may be utilized to bring about efficiency in the performance of work which has not been considered within a reasonable and acceptable standard for the department as a whole, and to bring about better observance of working rules and regulation, where the conduct of the employee is such that immediate disciplinary action is needed.
- D. Any violations of Numbers 1,2,3, or 4 of the Miscellaneous Rules and Regulations Article or repeated violations of the rules and regulations shall be grounds for immediate dismissal from County employment.
- E. All reprimands, suspensions, demotions, reductions in salary and discharges shall be in writing, with a copy to the employee and to the Union business representative. Such notices shall be given to the employee in private whenever

possible.

- F. Appeal from disciplinary action shall be made through the grievance procedures.

#### **GRIEVANCE PROCEDURE - ARTICLE 5**

- A. Should any employee grievance or dispute arise out of the meaning, interpretation and application of specific provisions of this agreement, or any agreement made supplementary hereto, it shall be handled according to the following procedure; nothing herein contained shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without the intervention of the Union if adjustment is not inconsistent with the terms of this Agreement.

Step 1: The grievance or dispute shall first be taken up verbally between the employee and the County Engineer or Designee. Any matter not so taken up within fifteen working days of the alleged incident shall be deemed waived. The County Engineer or Designee shall within five working days notify the employee of his/her decision.

Step 2: If the matter is not settled in Step 1, the employee shall reduce the grievance to writing, stating concisely the grievance, the specific provision allegedly violated, the date of such violation and relief sought. The grievance shall be signed and presented to the County Engineer or Designee within ten working days of receipt of the response. The County Engineer or Designee shall indicate his/her decision in writing, providing a copy to the Union business representative within ten working days after receipt of the written grievance.

Step 3: If the grievance is not resolved in Step 2, the employee or the Union may within five working days following the answer, appeal the grievance to the Board of Supervisors or their designee. The Board or their designee shall within fifteen days reply in writing to the employee and to the Union their decision. Grievance must be taken up promptly and awards and settlements thereof shall in no case be retroactive beyond the date on which the grievance was first presented in written form.

Step 4: Grievances not settled under the preceding steps may be submitted to binding arbitration, at the written request of the employee and the Union. Requests must be received by the Employer within ten calendar days following the receipt of the written response to Step 3.

Within five working days from the date of the receipt of the written request for arbitration, the Employer and the Union shall meet and either mutually agree upon an arbitrator or jointly petition the Iowa Public Employment Relations Board to submit a list of five arbitrators. Within seven working days after receipt of the list by

parties, they shall meet and by the flip of a coin determine which party shall strike the first name on the list. They shall alternately strike names and the person whose name is left shall be the appointed arbitrator. The decision of the arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation and application of the terms of the agreement where the alleged violation occurred.

The arbitrator shall have no power to add to, subtract from or modify in part or in whole the terms or intent of any other part of this Agreement.

Both parties shall share equally the costs and expenses of the arbitration proceedings, including transcript fees and fees of the arbitrator. Each party, however, shall be responsible for their own expenses of witnesses, representatives, attorney fees, etc.

- B. Any employee found by the grievance procedure to have been wrongly disciplined, suspended, or discharged, shall be entitled to reinstatement of seniority and payment for time lost, provided, however, that such payment shall take into account any penalty which it is determined would have been justified under the circumstances of the particular case or in compliance with an arbitration award.
- C. The Union Business Representative may find initially that the employee does not have a grievance and all review by the Union shall cease. The employee and the Employer shall be notified immediately.

#### **NONDISCRIMINATION - ARTICLE 6**

The parties agree that they shall not discriminate against any employee in violation of applicable State or Federal law, order or regulation.

#### **DUES CHECKOFF - ARTICLE 7**

- A. Upon receipt of a lawfully executed written authorization from an eligible employee, which may be revoked by an employee at any time by giving thirty days written notice to the Employer, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction to the Treasurer of the Union. The Union will notify the Employer in writing of the exact amount of regular membership dues to be deducted.
- B. Checkoff for Credit Union: The Employer agrees to deduct from member's paycheck, authorized deductions for General Drivers' Credit Union. Same shall be remitted to the Treasurer as provided above.
- C. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, order or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Agreement.

## **SENIORITY - ARTICLE 8**

### **A. SENIORITY**

1. The term "seniority" shall mean the length of continuous full-time service to the Employer, since the employee's last date of hire as a full-time employee, and shall include the time spent in the military in accordance with Section 29A.28, Code of Iowa. Seniority shall be broken only by discharge, resignation, or more than one year layoff. Seniority dates shall be adjusted to reflect authorized leaves of absence without pay for periods of more than thirty days for personal reasons. For the purpose of this Article, seniority will not be adjusted for an unpaid leave of absence for medical reasons which have been substantiated by the employee's doctor.
2. For the purposes of promotion, seniority, qualifications and ability to perform the work shall be considered.
3. A seniority list showing all employees and their dates of employment shall be prepared by the Employer, with copies to the Union.

### **B. EMPLOYEE STATUS/BENEFIT ELIGIBILITY**

1. The purpose of this section is to define employee eligibility for benefits outlined in this agreement. It is not intended to define an employee's employee status.
2. Permanent full-time employees are defined to be employees that normally work more than thirty-two hours per week for a duration of more than four months. Permanent full-time employees are eligible for all benefits outlined in this agreement.
3. Permanent part-time employees are defined to be employees that normally work less than thirty-two hours per week for a duration of more than four months. Permanent part-time employees are not eligible for benefits outlined in this agreement.
4. Temporary part-time and temporary full-time employees are defined to be employees that normally work for a duration of less than four months. Temporary employees are not eligible for benefits outlined in this agreement. Temporary employees that work in excess of four months will be considered new employees, will be eligible for benefits outlined above, and shall serve the standard probation period following the initial four months of employment.
5. The probation period for new employees shall be the first six months of employment. During the probation period the employee shall not have seniority rights or recourse to the grievance procedure. The Employer may

terminate probationary employees at any time during the probationary period without recourse from the employee. Probationary employees are not eligible for benefits outlined in this agreement. Upon successful completion of the probationary period, the employee shall be entitled to benefits accrued, but not granted, from the initiation of the probationary period.

6. Temporary full-time or part-time employees, and part-time employees who are not eligible for benefits may, from time to time, fill vacancies of permanent full-time employees. Those employees, for purposes of benefit eligibility, shall serve the six month probation period described in Article 8-B, Section 5, prior to becoming entitled to vacation, personal days, sick days and holiday pay.

## **JOB POSTINGS AND LAYOFF PROCEDURE - ARTICLE 9**

### **A. JOB POSTINGS**

1. All job openings shall be posted in the office and in all shops for a period of five working days before applications are closed. Postings shall also be mailed to all Motor Grader Operators.
2. Upon promotion, an employee will be placed in the step of the new pay range which will provide them an increase. Upon satisfactory completion of the six month probation period, the employee will be considered to be a permanent employee within such classification or be returned to his/her former classification and rate of pay.
3. All present employees upon promotion shall have the right to return to their former positions and rates of pay at any time during their probationary period.
4. For the purpose of promotion, seniority, qualifications and ability to perform the work shall be considered.

### **B. BUMPING**

1. The Employer has the discretion to determine the necessity and implementation of a layoff of the work force. If such a layoff is deemed necessary, it will be administered according to overall unit seniority and classification. Written notices of layoff will be given at least seven days prior to the layoff.
2. The Employer and Union agree that in the process of bumping during a layoff, the number of moves shall be minimized so as not to impede the efficient operation of the Department. The following guidelines for administration of the bumping procedure shall be in effect to minimize the number of bumps within the bargaining unit.



- a. Overall unit seniority will be used to determine the seniority standing of an employee in the event of a layoff.
- b. An employee slated to be laid off or bumped by another employee shall be given the opportunity to bump into an equal, or lower, paying classification, provided the position is encumbered by a less senior employee. Under no circumstances will an employee be eligible to bump into a higher paying classification unless otherwise provided for in this article.
- c. Bumps will be allowed only to the lowest senior employee within the classification bumped, provided the lowest senior employee within the classification is encumbered by a less senior employee.
- d. An employee electing to bump into another position will be allowed to retain that position provided the employee is able to perform the work satisfactorily within a three month probationary period. If work performance is unacceptable following the probationary period, the employee will be laid off with no further bumping privileges, but subject to recall. Unacceptable work performance will be documented by the appropriate department head.
- e. Employees laid off due to bumping shall be accorded the same rights as employees who were initially affected by the layoff.
- f. An employee displaced from a job as a result of a layoff or bump may exercise his/her bumping option by notifying the Personnel Director in writing within three working days of notification of the layoff, or three days prior to the end of the training period, if the bumped employee is training the individual bumping his/her position.
- g. A laid off employee, not the least senior employee in the unit, not eligible to bump an employee with less seniority under the provisions outlined above, may exercise the option to bump the least senior employee in the unit, regardless of his/her classification as provided above.

#### **WAGE PLAN - ARTICLE 10**

- A. The wage plan for the term of this Agreement shall be as listed in appendices to this document.
- B. New employees other than seasonal, shall serve a six month probationary period, and shall be hired at the minimum rate for the position.

## **HOURS OF EMPLOYMENT - ARTICLE 11**

- A. Normally the hours of employment for all personnel shall be forty hours per week, Monday through Friday, beginning at 7 a.m. and ending at 3:30 p.m. with a thirty minute lunch period. All employees shall have a fifteen minute rest period during each one-half shift. Normally this period shall be in the middle of each shift. Normal starting time, during the winter season, may be changed at the discretion of the County Engineer

In the event the County and the Union agree to change the normal work week to four 10-hour days, the normal work week shall be Monday through Thursday, beginning at 6 a.m. and ending at 4:30 p.m. The work week for the bargaining unit employees in the Engineer's Office will be Monday through Thursday, or Tuesday through Friday. Those employees in the office will choose their work week by seniority. Holidays, vacations, sick leave days and all other paid days will be compensated for the hours scheduled to work on the day such paid time falls. The four, 10-hour schedule will begin the first full week after Memorial Day and will end the last full week before Labor Day of each year. The County and the Union Labor-Management committee will meet in April of each year to determine whether the four, 10-hour day schedule will be implemented.

- B. During the construction season, at the discretion of the County Engineer, the normal workweek may be changed to accommodate construction, inspection and engineering work. In cases of emergency, employees may be assigned up to fifty hours in one week, but shall be compensated with additional time off the following week or with overtime compensation as provided below.
- C. During the construction season, when employees are scheduled to work other than a normal work schedule, overtime at the rate of time and one half shall be paid only for those hours worked in excess of forty hours in a week.
- D. The normal office hours of the County Engineer's staff will be forty hours per week. Normal opening and closing hours of the office shall be at the discretion of the County Engineer.
- E. Any employee required to report to work outside his/her normal schedule, shall be credited with the actual hours worked at the overtime rate, if the provisions of the overtime article apply, but in no cases will compensation be less than two hours of straight pay.
- F. Travel time between the regular assigned station and other stations, office or work site shall be considered working time.
- G. Employees who are required by the County Engineer to attend meetings outside Dubuque County will be paid for all hours at the employee's straight time hourly rate for traveling and attending such meeting. For meetings that require more than one day of attendance, the employee will be paid eight (8) hours for each day at said meeting. Employees will be reimbursed for travel expense in accordance with

the Dubuque County Training Reimbursement Policy and any subsequent amendments thereto.

#### **OVERTIME - ARTICLE 12**

- A. All employees eligible for this bargaining unit shall be paid time and one half (1 ½ times the hourly rate) for all hours worked in excess of 8 hours per day or 40 hours per week. During the period that the four 10-hour day week is in effect, 1 ½ the hourly rate will be paid for all hours worked in excess of 10 hours per day or 40 hours per week. Overtime shall not be pyramided. Any employee called in to work outside his/her normal work schedule shall be compensated at 1½ times the hourly rate for all hours worked outside the normal schedule. (TA#2-1-12-06)
- B. Hours worked on Sunday shall be paid for at the rate of one and one half times regular rate of pay for actual hours worked. In a week in which a paid holiday (holidays specified in the Holiday Article), the holiday pay shall be used for computing weekly overtime.
- C. Employees who are called to work before their normal starting time shall be allowed to complete their normal workday, but shall not be required to work in excess of a twelve hour day. Employees shall not be required to take any other time off duty to offset overtime.
- D. Authorization for overtime shall be by the County Engineer or the Maintenance Manager.
- E. If any employee is called in to work outside his normal hours while on paid time off (vacation, personal day, pre-approved sick leave), the employee shall receive one and one half 1 ½) times their regular rate of pay for all hours worked in addition to the paid time off. Hours actually worked during the regularly schedule hours will be paid at straight time and hours will be credited to the appropriate bank. This applies only to paid time off requested a minimum of two (2) weeks in advance.
- F. Except in extreme emergency situations, it shall be the department's policy not to call out for overtime employees who have reported in as being sick. An employee who has called in sick on Friday shall notify the Department as to his/her availability for overtime work, if necessary, on Saturday or Sunday. If the Department receives no call, it will be assumed the employee remains sick for those days and will not be contacted for overtime.
- G. Overtime shall be offered first to the employee who, during normal working hours, would usually be assigned to perform the work requiring overtime. Maintainer Operators have the right to non-contracted overtime in their respective districts. If the employee who is usually assigned to perform the work refuses overtime, the overtime shall be offered to other employees in accordance with seniority and qualifications. When it is known that a job will have overtime, seniority shall prevail in assignment of the work among those to whom the work is normally assigned. If the overtime work would usually be assigned to more than one employee, the

overtime shall be offered to additional employees in accordance with seniority and qualifications. Bargaining unit employees shall have priority over seasonal employees in assignment of overtime.

- H. In a snow plowing emergency, the County Engineer shall grant overtime in accordance with seniority, to Maintenance Person I's, II's and III's who are qualified to drive truck with plows, and have signed a special overtime list for snow plowing emergency overtime calls. Maintenance Person II's who are responsible for specific maintainer districts and Maintenance Person III Mechanics are not eligible to sign up for this overtime  
A separate overtime list shall be posted for Maintenance Person II's who are responsible for a specific maintainer district and Maintenance Person III Mechanics. If maintainer plowing is warranted, the County Engineer shall call those Maintenance Person II's for overtime in their districts. If maintainer plowing is not warranted, persons signing this separate list shall be called by seniority for truck plowing as substitute drivers according to the following list: MPII Motor Grader Operators with specific districts, MPIII Mechanics, Office, Maintenance and Shop Supervisors.
- I. Employees shall indicate on their "request for leave" form whether they wish to be called for overtime while on vacation. A holiday falling within a vacation period shall be considered a part of the vacation period for purposes of overtime call out.
- J. Compensatory time off in lieu of cash may be taken upon mutual agreement between the employer and employee. Scheduling of such compensatory time off shall be at the discretion of the employer. Compensatory time shall not be allowed to accumulate in excess of forty (40) hours and shall be taken in increments of no less than one hour and shall be used prior to the end of the fiscal year. All compensatory time accumulated but not taken shall be paid for in a lump sum at the wage rate at which it was accumulated.

### **PAYDAY - ARTICLE 13**

Payday for all employees shall be every other Friday or the nearest working day to these days in the event they should fall on a non-working day. Employees may arrange to have checks mailed to them, directly deposited in the bank, or may pick them up at the offices after 3:30 p.m. on payday.

### **HOLIDAYS - ARTICLE 14**

- A. All employees, except seasonal and part-time, are eligible for the following paid holidays:

New Year's Day  
Presidents' Day  
Memorial Day  
Independence Day  
Spring Holiday  
Labor Day

Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day

- B. Whenever any of the listed holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. When a listed holiday falls on a Sunday, the following Monday shall be observed as the holiday.
- C. To be credited with these holidays, it is necessary for the employee to work, or be on pre-requested vacation, sick leave approved compensatory time off, or personal day, the day before the holiday and the day after the holiday.
- D. All work performed on holidays except those listed in Section F and listed above shall be paid one and one half times the regular hourly rate for actual hours worked. In addition, the employees shall receive regular 8 hours of holiday pay.
- E. Compensation for a paid holiday shall be construed to mean payment for the normal number of hours the employee would have worked on the holiday.
- F. Any employee required to perform work on the actual day of Thanksgiving Day, Christmas Eve, Christmas Day or New Years Eve Day shall receive two (2) times their regular hourly rate for all hours worked on said holiday, in addition to the holiday pay at their regularly scheduled number of hours.
- G. Should legal action be initiated against the County for the Spring Holiday, the Union agrees to discuss substitution of the Spring Holiday for a different Holiday.

#### **VACATION - ARTICLE 15**

- A. Employees, except seasonal and part-time, shall be granted an annual paid vacation for the period specified below, based on the following service requirements:
  - One week paid vacation will be allowed after satisfactory completion of one year of employment.
  - Two weeks paid vacation will be allowed after satisfactory completion of two years of employment.
  - Three weeks paid vacation will be allowed after satisfactory completion of five years of employment.
  - Four weeks paid vacation will be allowed after satisfactory completion of twelve years of employment.
  - Five weeks of paid vacation will be allowed after satisfactory completion of twenty years of employment.
- B. One week of vacation shall be considered forty hours; two weeks shall be considered eighty hours; three weeks shall be considered one hundred twenty hours; four weeks shall be considered one hundred sixty hours; five weeks shall be considered two hundred hours.

- C. No vacation shall be granted during the first year of service, but upon satisfactory completion of said period, vacation shall accrue to the employee for the full year.
- D. Time on layoffs, suspension or leave without pay shall not be counted in determining a complete month of in-service. Vacation granted in any given year shall be earned in the previous year.
- E. The employer shall determine the number of employees that may be on vacation at any one time. Seniority will determine which employee will be given preference for vacations and personal days for written requests prior to three months before a vacation or personal day period. The earliest request will determine which employee will be given preference for a vacation or personal day for written requests within the three months before a vacation or personal day period, if time within that vacation or personal day period is still available.
- F. All vacation accrual shall be used in the anniversary year following the year in which it was accrued, or it will be lost. Any employee who has scheduled, requested and been granted a vacation in the last month of his/her anniversary year, and is then requested to return to work by the Employer, may carry over the remainder of the scheduled vacation into the next anniversary year. Said carry over vacation must be taken in the first three months of the next anniversary year.
- G. All employees shall request vacations in writing, at least two (2) weeks in advance of the desired vacation, to their immediate supervisor. The immediate supervisor may waive the two (2) week notice requirement. Employees may, upon the approval of the employer, utilize vacation for absence of less than one week.
- H. Any employee who is on vacation that extends through a holiday period shall not be charged for a day or days of vacation for the holiday period.
- I. On separation from the Department for any reason, all vacation accumulated for completed months of service shall be paid for in cash, in a lump sum, at the hourly rate of the employee.

#### **SICK LEAVE - ARTICLE 16**

- A. **ACCRUAL**
  - 1. All regular employees, except seasonal and part-time, shall accrue four hours of sick leave for each complete pay period. Time of layoff, suspension or leave without pay shall not be counted in determining a complete pay period. Probationary employees shall not accrue sick leave benefits until they have successfully completed their probationary period, at which time they will be credited for all sick leave accrued since their date of hire.
  - 2. Sick leave credits may be accumulated at the rate of one hundred four hours per year with a maximum accumulation of nine hundred fifty (950) hours.

3. Special accumulation: An employee who has accrued the maximum of nine hundred fifty (950) hours of sick leave shall accrue an additional thirty days of special sick leave accumulation at the rate of two days per month of continuous employment in accordance with this Agreement. The special accumulation may be converted by the County at the employee's regular rate of pay and shall only be used to pay for the employee's normal health insurance premium, for up to one year duration, upon request, if the following conditions are met:
  - a. An employee must exhaust all regular sick leave accumulation, vacation accumulation, personal days and compensatory time.
  - b. An employee must be on an approved unpaid leave of absence for medical purposes.

Usage of sick leave, three consecutive days and less, after the maximum accumulation is reached will be deducted from both the regular and special accumulations

#### B. USAGE

1. Use of sick leave is a privilege that may be granted or denied by the Employer. Sick leave may be granted for periods of less than one day, but not less than one half (1/2) hour. A sick leave day shall be construed to mean the normal working day for the employee.

Unless the privilege of sick leave is abused, sick leave may be granted in case of:

  - a. Illness or injury of the employee causing absence from work.
  - b. Acute need on the part of the employee for medical or dental care.
2. Sick leave is not intended to provide for practical nursing care of the immediate family. However, an employee may use up to seven (7) days (up to 56 hours, depending on the employee's regular schedule) of sick leave per fiscal year for serious illness of a member of the employee's immediate family, or to make arrangements for the proper care of members of the immediate family. Immediate family shall include the employee's spouse and/or minor children living in the same household, and family members listed in Article 18 (A) who are solely dependent upon the employee for health care needs. The employee may use personal days, vacation and unpaid leave of absence for care for members of the immediate family. Family illness emergencies not covered by this policy may be referred to the Labor/Management Committee (Article 32), but are not subject to the grievance procedure.

3. An employee who is on sick leave that extends through a holiday period shall not be charged for a day or days of sick leave for the holiday period.
4. **REQUESTS:** The employees shall be responsible for requesting permission to use sick leave at least one hour prior to the beginning of the work shift. Improper notification by the employee shall be grounds for denial of the sick leave benefit. The request may originally be made orally, but shall be submitted in writing when the employee returns to work. The Employer shall be responsible for obtaining all the data necessary for determining whether the time off may be granted as sick leave.
5. **MATERNITY LEAVE:** In compliance with Iowa Code Section 610A.6, disability caused by employee's pregnancy, miscarriage, childbirth and recovery are temporary disabilities and shall be treated as such under the sick leave plan of this agreement. If the employee exhausts accrued sick leave, all accrued vacation and personal days can be used by the employee. When accrued sick leave, vacation and personal days are exhausted, employee may apply for temporary unpaid leave of absence for the period the employee is disabled, or for eight weeks, whichever is less. Beyond the provisions of this section, employee may apply for Leave Without Pay, per Article 20.
6. **VERIFICATION:** Sick leave shall not be granted for more than three working days without satisfactory proof of illness or injury shown either by a statement from the attending physician, or by other proof satisfactory to the employer. The physician's statement shall contain a diagnosis, a recommendation that the employee be granted leave and when possible, an indication of the length of time it will be necessary for the employee to be absent. In cases where these factors are vague or not shown, the employer will obtain the necessary information from the physician by telephone, and make a written record of it.
7. **ABUSE:** Abuse of sick leave is detrimental to the welfare of the other employees, unnecessarily delays work, and is costly to the Employer. Abuse of sick leave shall be considered basis for:
  - a. Denial of further use of sick leave privilege for an unspecified period.
  - b. Unfavorable promotional ratings.
  - c. Suspension or dismissal.
8. **LIMITATIONS:** When the employee requests vacation for a definite period and the request is granted, any period of illness during the period of such leave shall be charged to vacation as originally granted. Sick leave may be used to cover additional absence, subject to approval by the employer.



9. The Family and Medical Leave Act

- A. An employee on a Family & Medical Act Leave will continue to accrue seniority. However, no benefits will accrue during the period of the leave.
- B. An employee may, upon approval from the appropriate department head, hold a specific number of days for pre-approval paid time off. The process for approval or disapproval of the set aside of paid time off days is not subject to the grievance procedure.
- C. Any employee will be granted twelve weeks of unpaid Family & medical Leave after sick leave and paid time off has been exhausted. An employee will not be able to use paid personal sick leave for care of a family member, except as provided in Article 16, Section B, Number 3.

10. Donation of Hours

- A. Employees who are eligible for eighty (80) hours or more of vacation shall be allowed to donate up to twenty (20) hours of vacation to a co-worker within the bargaining unit who has exhausted their sick leave. Employees may only donate twenty (20) vacation hours once per contract year and are responsible to make arrangements with the payroll department.

C. RETIREMENT

Upon verified retirement in the Iowa Public Employees retirement system, the County will reimburse full-time employees for 150 hours of accrued sick leave at the employee's hourly rate at that time, provided that the employee has at least 150 hours of sick leave remaining. If the employee has less than 150 hours of accrued sick leave, the County will reimburse the employee for any remaining hours at the appropriate hourly rate. This provision becomes effective July 1, 2005.

**INSURANCE - ARTICLE 17**

- A. **ACCIDENTAL DEATH AND DISABILITY:** All permanent full-time employees shall be provided an accidental death and disability policy in an amount of at least \$20,000 as prescribed by the policy. Coverage for eligible employees shall commence on the first of the month following satisfactory completion of one month of continuous permanent full-time employment. Coverage under this section shall be for the employee only.
- B. **HEALTH INSURANCE:** All permanent full-time employees shall have the option to choose from single or family health insurance coverage provided below. Coverage for eligible employees shall commence on the first of the month following a thirty day waiting period.

1. Fully funded health insurance coverage for hospitalization, medical, surgical, major medical, prescription drugs and optical benefits. The employer shall pay the full cost of a single or family health, dental and accidental death and disability policy, if coverage is selected under this section.
2. Health Maintenance Organization coverage benefits determined and provided by the employer. The employer shall pay up to the amount provided employees selecting coverage under the fully funded coverage above for single or family health, dental and accidental death and disability policies, if coverage is selected under this section. Costs in excess of the amounts provided for fully funded insurance, for coverages elected under this section, shall be paid by the employee.

In the event that the County exercises the option to require employees to pay for excess premium costs in this section, the County agrees to reopen this contract to negotiation for insurances and wages, subject to procedures established by the Iowa Public Employment Relations Board to resolve impasse, waiving time deadlines.

- C. DENTAL INSURANCE: All permanent full-time employees shall be provided single or family dental insurance coverage. Coverage for eligible employees shall commence on the first of the month following a thirty day waiting period.
- D. LIFE INSURANCE: All permanent full-time employees shall be eligible for a \$10,000 term life insurance policy. Effective July 1, 2007 the term life insurance policy will increase to \$20,000 for each eligible employee. The cost of this insurance shall be paid by the employer. Coverage for eligible employees shall commence on the first of the month following satisfactory completion of six months of continuous permanent full-time employment. Coverage under this section shall be for the employee only.
- E. In the event of any change in the form or rate for insurance, the Union Business Representative shall be notified in writing within ten days of the change in coverage by the Employer.
- F. A regular full-time employee on an authorized leave of absence without pay, may continue to carry his/her health, dental and life insurance coverages, provided the employee pays a prorated portion of the premium based on the length of the unpaid leave.

#### **BEREAVEMENT LEAVE - ARTICLE 18**

- A. All regular full-time employees shall be granted upon request a total of four working days off with pay, one of which shall be the day on the funeral, in the event of the death of employee's spouse, children or step children.

- B. All regular full-time employees shall be granted upon request a total of three working days off with pay, one of which shall be the day of the funeral, in the event of the death of the employee's , parents, step parents, brothers, sisters, guardian or wards of the employee, grandparents, grandchildren, sister in law, brother in law, son in law, daughter in law, mother in law, and father in law.
- C. One day shall be allowed with pay to attend the funeral of the employee's aunts and uncles, spouses's aunts and uncles and spouse's grandparents.

#### **PERSONAL DAYS - ARTICLE 19**

- A. All full-time employees shall be entitled to take a maximum of three (3) working days of personal leave per year. The three (3) working days shall not be accumulative from fiscal year to year, beginning on July 1 of each year and ending on June 30.
- B. Employees shall notify the Department at least three days in advance of their intention to utilize a personal day. In cases of emergency, the three (3) day provision may be waived and personal days may be allowed upon approval of the County Engineer.
- C. If an excessive number of employees request the same day off for personal reasons and the normal operation of the department would be seriously affected by such situations, the employer would restrict the number of employees allowed to utilize personal leave days.
- D. Seniority will determine which employee will be given preference for vacations and personal days, for written requests prior to three (3) months before a vacation or personal day period. The earliest request will determine which employee will be given preference for a vacation or personal day for written requests within the three (3) months before a vacation or personal day period, if time within that vacation or personal day period is still available.
- E.. A new employee must complete the probationary period in order to be eligible for personal days. An employee who has completed his/her probation by October 1st will receive three (3) personal days. An employee who has completed his/her probation by January1st will receive two (2) personal days. An employee who has completed his/her probation by April 1st will receive one (1) personal day.
- F. Personal days may be taken in increments of one-half day.

## **LEAVES OF ABSENCE - ARTICLE 20**

### **A. LEAVES WITHOUT PAY**

1. Requests for unpaid leave of absence shall be submitted to the County Engineer for approval. Reasonable requests will normally be granted for a period up to six months and may be extended in cases of extenuating circumstances. In cases of extended leave, extenuating circumstances will be discussed with the Union Business Agent before being either granted or denied.
2. Any absence either voluntary or in response to a legal order to appeal and/or testify in private litigation, and not as an officer or employee of the County, but as an individual, shall be taken as vacation, or as a leave of absence without pay.
3. A regular full-time employee on an authorized leave of absence without pay, may continue to carry their health, dental and life insurance coverage, provided the employee pays a prorated portion of the premium based on the length of the unpaid leave.
4. An employee will not accumulate and earn vacation or sick leave benefits while on a leave without pay, except during a leave under the Family & Medical Leave Act.

### **B. LEAVES WITH PAY: An employee shall be granted a leave of absence with pay for the following reasons:**

1. For attending negotiating meetings agreed to by the County Engineer, while serving on the negotiating committee.
2. For appearance before a court, legislative committee or other judicial or quasi-judicial body as witness inaction involving the Federal Government, the State of Iowa, Dubuque County or a political subdivision thereof in response to a subpoena or when such appearance is ordered by the County Engineer in connection with the employee's work.
3. For jury duty on any Federal, State, County or Municipal Jury.
4. Attendance in court in connection with an employee's official duties. Such attendance shall include the time going to Court and returning home.
5. Voting in Elections: Qualified employees entitled to vote in elections may between the time the polls open and close, take adequate time to vote without loss of pay provided that the employee could not otherwise vote on their own time, according to applicable State or Federal Statute. The Employer will schedule when employees may take off for the purpose of voting under this section.

6. Remuneration of jury duty, testifying and other reimbursement while on leave with pay, over normal salary and necessary expenses, shall be reimbursed to the employer within seven days or receipt of payment.

#### **MILITARY LEAVE - ARTICLE 21**

- A. It is the policy of the Department that military leaves for a period of up to thirty days with pay, as proscribed by the Code of Iowa, is available and restricted to permanent full-time employees as distinguished from seasonal and part-time.
- B. **LEAVE OF ABSENCE PRIOR TO MILITARY SERVICE:** Frequently, the party entering military service wants a few days before induction to settle business affairs, visit relatives, etc., and quits work thinking at the date of his/her induction, he/she will be entitled to thirty days' pay. By his/her resignation, he/she loses all rights to the thirty days' pay and reemployment rights when discharged from the military service. If the employee desires the thirty days pay and the rights when he/she is discharged from military service, he/she must ask for a leave of absence without pay for the time required prior to his/her induction.
- C. **CERTIFICATE FOR EXTENDED MILITARY LEAVE:** No orders nor any document prepared prior to induction into military service can be accepted as evidence that an employee is entitled to military leave. In case of extended military leave, the employee serving in the armed forces should forward a statement to the Department after he/she has been inducted thirty days. The statement should show the date on which the certificate is prepared, the date of inducting, the date of induction, the name, title and address of the commanding officer signing the certificate.
- D. **CERTIFICATE FOR SHORT-TERM MILITARY LEAVE:**
  1. In case of military leave of less than thirty days duration, the employee serving in the armed forces should present a statement to the County Engineer at the termination of his/her military service.
  2. This statement should show the date on which it is prepared, the date of induction, the date of release from duty, the name, title and the address of the commanding officer signing the certificate.
- E. Upon entering extended military service, all vacations accumulated for completed months of service shall be paid for in cash, in a lump sum, at the hourly rate of the employee, at the next payroll when the employee leaves in good standing.

#### **RESIGNATIONS - ARTICLE 22**

To resign in good standing, an employee must give the Employer fourteen calendar days written notice. All overtime hours, vacation and personal day accruals shall be compensated for in a lump sum at the hourly rate of the employee at the next payroll when the employee leaves in good standing.

### **UNION ACTIVITIES - ARTICLE 23**

The Department agrees that accredited representatives of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of American, whether local union representatives, District Council Representatives, or International Representatives, shall have full and free access to the premises of the Department where its members are working at any time during working hours to conduct union business.

### **UNION REPRESENTATIVES - ARTICLE 24**

The Union shall provide the County with a list of representatives by name, position and area which each representative serves. Changes in this list shall be furnished to the County promptly. The County need not recognize any union representative of whom it has not been informed.

When necessary to investigate a grievance, with knowledge and approval of the County Engineer, a representative may meet with the employee at the job site.

### **TEMPORARY ASSIGNMENT - ARTICLE 25**

Management reserves the right to temporarily assign employees to other job classifications. No employee shall be required to work in a position higher than his or her pay scale without a pay adjustment unless the work is required by the employee or employer for training purposes. The employee, upon assignment by management, shall immediately receive a pay scale adjustment for the higher job classification at the same step as currently occupied by that employee. The employee shall assume responsibility for documentation, in his/her timebook, for times worked outside classification. All employees may be required to work in a position lower than their pay scales but will do so without a pay scale adjustment.

### **RULES AND REGULATIONS - ARTICLE 26**

**PURPOSE:** The purpose of this article is to outline important rules and regulations of the Dubuque County Highway Department. The list is not intended to represent all departmental rules and regulations. The Dubuque County Highway Department reserves the right to add to, delete, change or otherwise amend this list of rules and regulations at any time, if not in violation of other terms of this agreement, under provisions of the Management Rights Article.

1. The proven use of alcoholic beverages or unprescribed narcotics during working hours shall be the basis for immediate discharge.
2. Unauthorized removal of county property from the premises, including equipment, material or supplies shall be the basis for immediate discharge.
3. Fraudulent use of sick leave, vacation or personal days shall be the basis for immediate discharge, as shall fraudulent recording of work time.

4. Acceptance of personal payment in any form from any citizens, contractor or supplier for services rendered or purchases made shall be the basis for immediate discharge.
5. The proper superior shall be notified before the work day starts before any absence from work is authorized. Two days absence without authorization shall be considered an automatic resignation. One day of absence without authorization will not be paid under any authorized leave plan.
6. All personnel shall be neat, clean and dressed in accordance with their positions.
7. All personnel shall start work promptly; tardiness will not be tolerated.
8. All employees, other than seasonal and clerical, shall have a valid Commercial Drivers' License. Engineering Aides shall be required to have a Class D license and Maintenance Persons shall have a Class B license, both to be obtained at employee's expense before April 1, 1992. Prior to that date, affected employees shall maintain a valid chauffeur's license or appropriate Commercial Drivers License as a condition of employment. For employees required by job assignments to have a Class A Commercial Drivers' License or a Hazardous Materials Endorsement, employer will reimburse employee for additional cost of the Class A license or endorsement. Beginning July 1, 1991, new employees classified as Maintenance Persons shall be required to have a valid Class A Certified Drivers License prior to employment.
9. All employees shall have an active telephone in their places of residence.
10. Any supervisor scheduling overtime on the basis of the leeway permitted rather than the work to be performed shall be subject to disciplinary action.
11. All personnel are directly responsible for all tools, materials and equipment used by them. If any employee has three vehicular accidents (chargeable) within one year period with a county vehicle, shall be required to pay for any damages in the third accident, or shall be dismissed from the Department.
12. Insubordination to supervisors, superiors and the general public shall not be tolerated. The use of profanity or derogatory remarks by supervisory personnel to employees or employees to supervisory personnel shall not be tolerated.
13. The refusal to obey any reasonable order of any superior shall not be tolerated.
14. All employees except supervisors and higher shall furnish their own transportation to and from their assigned stations unless directed differently by the County Engineer. Work stations shall be the Engineer's Office at

Julien, the shop at Farley, the shop at Julien or the maintainer storage area for maintainer operators. Permanent assignment shall be reflective of the location the employee normally reports to work. Nothing contained in this article shall preclude the County Engineer from permanent reassigning employees should the need arise.

15. Employees who are transferred from the shop to which they are permanently assigned on a temporary basis and are subsequently temporarily assigned to another shop to cover temporary staffing needs, will be provided transportation if a vehicle is available from the regularly assigned shop to the temporary assignment. Employees will be required to be at the temporarily assigned shop by the shift starting time and the travel time between the permanent and temporary shop will be the employees'.
16. All personnel are subject to twenty-four hour call except as provided for in the Overtime article.
17. Compliance with all State and Federal Safety Regulations is required.
18. All employees shall carry their own coffee and shall not go to any commercial establishment during working hours or rest period. Privately owned coffee pots and supplies are allowed in the office and shops.
19. New employees hired by the Highway department will be required to undergo a complete physical examination. Same shall be paid by the employer.
20. No disciplinary action shall be taken against any employee for refusal to operate equipment that is mechanically unsafe. The employee's opinion alone shall not be sufficient grounds to declare equipment unsafe.
21. No disciplinary action shall be taken against any employee because of political or religious affiliation, or as the outcome of any election.
22. No employee shall engage in or be required to engage in any political activity during working hours.
23. Contracting and Subcontracting of public work: During the term of this agreement, the Department shall not contract out or subcontract any public work performed by the employees covered by this Agreement for the explicit purpose of reducing the work force.

#### **BULLETIN BOARDS - ARTICLE 27**

Bulletin boards may be provided by the Union by the time clocks for posting notice of Union recreation, social affairs, union elections, union appointments and union meetings. All notices must be signed by a union representative and approved by the County Engineer prior to the posting.



## **WORKERS' COMPENSATION - ARTICLE 28**

- A. On the job injuries shall be reported immediately to the employee's immediate supervisor and department head and a written report shall be submitted to the Personnel Office. In the case of an incapacitating injury, the report shall be submitted as soon as the employee is able to supply the necessary information.
- B. During the period an employee is receiving benefits under Worker's Compensation, he/she shall continue to accrue sick leave and vacation benefits and the County will continue the employee health insurance coverage.
- C. When an employee of the County sustains a personal injury or illness arising out of and in the course of his/her employment, the employee may, for the first three working days of disability, use earned sick leave. All time spent under the care of a physician on the day of an injury shall be considered as time worked, up until the physician releases the employee, or the end of the regularly scheduled shift, whichever comes first. Visits to physicians during the first three working days following the day of the injury during working hours shall be charged to the sick leave of the employee. Beginning the fourth day following the day of the injury, the employee must notify the employer on forms provided by the County whether that employee elects to receive supplemental compensation from the County, in which case appropriate deductions will be made from the sick leave, vacation or compensatory time of the employee. If the employee elects to receive compensation beyond the amount the worker's compensation provides, that employee is obligated to present to the Personnel Department the endorsed copy of the check received from the Worker's Compensation carrier. The employee will then receive a payroll check for up to the amount of that employee's regular compensation, based on his/her hourly rate and regularly scheduled hours.

## **DRUG AND ALCOHOL TESTING - ARTICLE 29**

- A. Drug and Alcohol testing will be done in accordance with the Dubuque County Substance Abuse Prevention Program for Drugs and Alcohol as adopted by the Board of Supervisors on December 19, 1994 and subsequently amended.
- B. An employee who is instructed to report for random testing during working hours will not be required to use his/her personal vehicle for the purpose of presenting at the testing site. Should an employee present at the testing site utilizing a county vehicle and subsequently test positive for alcohol, the employee shall not under any circumstances drive the county vehicle back to the work site.
- C. Employees will be paid at the appropriate rate of pay for all time spent on random testing.

### **CLOTHING ALLOWANCE - ARTICLE 30**

A fund consisting of \$850.00 per fiscal year shall be created beginning July 1, 2006 which shall be utilized to compensate employees whose clothing has been damaged as a result of handling or contact with asphalt, oil, paint, weed spray or as a result of operating the nuclear machine. The amount of money for qualifying individual employees shall be determined by the Labor-Management Committee annually, and shall be based on the number of hours that individual employees have submitted throughout the year. In order to be compensated under this section, time spent doing qualifying work must be turned in with books bi-weekly.

### **LEGALITY AND SAVINGS CLAUSE - ARTICLE 31**

Should any article, section or portion of this agreement or any addendums thereto be held unlawful and unenforceable by the Public Employment Relations Board, the legislature or any tribunal of competent jurisdiction, such decision of the tribunal or Board shall apply only to the specific Article, section or portion thereof directly specified in the decision. The remaining Articles of this Agreement shall remain in force for the specified term of this agreement.

### **COMPLETE AGREEMENT & WAIVER CLAUSE - ARTICLE 32**

This agreement constitutes the entire agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The parties further acknowledge that, during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the life of this agreement, each voluntarily and qualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

### **LABOR MANAGEMENT COMMITTEE - ARTICLE 33**

The Employer and the Union agree to conduct a Labor-Management meeting when the need arises. The purpose of the meeting will be to afford labor and management a forum in which to communicate on items that may be of interest to both parties. The Committee will meet at a mutually agreeable time and place during working hours and without loss of pay.

### **DURATION - ARTICLE 34**

- A. Upon request of a written request from the Union, it shall be the mutual obligation of representatives of the Union and Employer to meet and confer in good faith with respect to wages, hours and certain other terms and conditions outlined in the Iowa

Public Employment Relations Act.

- B. This Agreement shall be in effect as of the first day of July, 2006, and shall remain in full force and effect through the thirtieth day of June, 2008. Negotiations for a succeeding Agreement to become effective on July 1, 2008, shall begin after August 15, 2007 but not later than October 31, 2007.

SIGNATORY CLAUSE

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HAND

FOR THE COUNTY:

FOR THE UNION:

Wayne Demmer  
Wayne Demmer      Date  
Chairperson

John Rosenthal 6-22-06  
John Rosenthal      Date  
Teamsters Local 421  
Vice-President

Mike Felderman 6/21/06  
Mike Felderman      Date  
County Engineer

Mary Ann Specht  
Mary Ann Specht      Date  
Personnel Director

ATTEST:

Denise M. Dolan  
Denise M. Dolan  
County Auditor

# APPENDIX "A" - HIGHWAY

## WAGE SCALE

JULY 1, 2006 THROUGH JUNE 30, 2007

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Maint. Prsn. I	17.81	18.03	18.17	18.35	18.51	18.68
Maint. Prsn. II	18.16	18.33	18.49	18.66	18.82	18.99
Maint. Prsn. III	18.59	18.80	18.97	19.14	19.30	19.48
Eng. Aide I Administrative Aide	17.90	18.09	18.24	18.42	18.57	18.75
Party Chief Eng. Aide II Sign Person Office Manager	18.05	18.21	18.39	18.54	18.72	18.87
Party Chief Shop Supervisor Maintenance Supervisor Engineering Technician	19.26	19.44	19.60	19.77	19.94	20.11
Assistant to the Engineer						22.01

New employees will normally start at Step I. Six (6) and twelve (12) months after being placed in a classification, a new employee will advance to the next step in the classification. Thereafter, the employee will advance to the next step each twelve (12) months, until the maximum step is reached.

An employee promoted to a step other than the starting step in a classification will advance to the next step at the end of the probationary period. Thereafter, the employee will advance to the next step each twelve (12) months, until the maximum step is reached.

# APPENDIX "B" - HIGHWAY

## WAGE SCALE

JULY 1, 2007 THROUGH JUNE 30, 2008

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Maint. Prsn. I	18.34	18.57	18.72	18.90	19.07	19.24
Maint. Prsn. II	18.70	18.88	19.04	19.22	19.38	19.56
Maint. Prsn. III	19.15	19.36	19.54	19.71	19.88	20.06
Eng. Aide I Administrative Aide	18.44	18.63	18.79	18.97	19.13	19.31
Eng. Aide II Sign Person Office Manager	18.59	18.76	18.94	19.10	19.28	19.44
Party Chief Shop Supervisor Maintenance Supervisor Engineering Technician	19.84	20.02	20.19	20.36	20.54	20.71
Assistant to the Engineer						22.67

New employees will normally start at Step I. Six (6) and twelve (12) months after being placed in a classification, a new employee will advance to the next step in the classification. Thereafter, the employee will advance to the next step each twelve (12) months, until the maximum step is reached.

An employee promoted to a step other than the starting step in a classification will advance to the next step at the end of the probationary period. Thereafter, the employee will advance to the next step each twelve (12) months, until the maximum step is reached.

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